

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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AUG 17 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
Petition of WorldCom, Inc. Pursuant)	
to Section 252(e)(5) of the)	
Communications Act for Expedited)	
Preemption of the Jurisdiction of the)	CC Docket No. 00-218
Virginia State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon Virginia Inc., and for)	
Expedited Arbitration)	
)	
In the Matter of)	
Petition of Cox Virginia Telecom, Inc.)	
Pursuant to Section 252(e)(5) of the)	
Communications Act for Preemption)	CC Docket No. 00-249
of the Jurisdiction of the Virginia State)	
Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
Virginia Inc. and for Arbitration)	
)	
In the Matter of)	
Petition of AT&T Communications of)	
Virginia Inc., Pursuant to Section 252(e)(5))	CC Docket No. 00-251
of the Communications Act for Preemption)	
of the Jurisdiction of the Virginia)	
Corporation Commission Regarding)	
Interconnection Disputes With Verizon)	
<u>Virginia Inc.</u>)	

VERIZON VA'S REBUTTAL TESTIMONY ON NON-MEDIATION ISSUES
(CATEGORIES I AND III THROUGH VII)

BUSINESS PROCESS

MARYELLEN LANGSTINE

AUGUST 17, 2001

1 **I. ISSUE I-8: CUSTOMER PROPRIETARY NETWORK INFORMATION**

2 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH VERIZON AND**
3 **YOUR BUSINESS ADDRESS.**

4 A. My name is Maryellen Langstine. Since September 1, 2000, I have served as
5 Director Competitive Local Exchange Carrier ("CLEC") Customer Support. My
6 business address is 741 Zeckendorf Boulevard, Garden City, New York.

7
8 **Q. ARE YOU THE SAME WITNESSES WHO FILED DIRECT TESTIMONY**
9 **IN THIS CASE ON JULY 31, 2001?**

10 A. Yes.

11
12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. The purpose of my testimony is to address certain statements made or positions
14 taken by witnesses for AT&T, WorldCom and Cox on Issue I-8.

15
16 **Q. HAVE YOU READ THE TESTIMONY SUBMITTED BY WORLDCOM**
17 **AND COX REGARDING THIS ISSUE?**

18 A. Yes. I have read the direct testimony of Sherry Lichtenberg, on behalf of
19 WorldCom, and Francis R. Collins, on behalf of Cox.

1 **Q. DO YOU WISH TO RESPOND TO THAT DIRECT TESTIMONY ON**
2 **BEHALF OF VERIZON VA?**

3 A. Yes. Both Ms. Lichtenberg and Mr. Collins suggest that, because WorldCom and
4 Cox openly affirm their intent to honor the Commission's restrictions on
5 permissible CPNI use, Verizon VA's concerns here are specious. While Verizon
6 VA has no reason to doubt that abiding by applicable law is the intent of each
7 corporation, neither Cox, WorldCom nor any other CLEC can guarantee that they
8 will never employ any individual who will act contrary to that corporate intent.
9 Moreover, in spite of WorldCom's and Cox's reassurances, other CLECs may
10 adopt the provisions of their interconnection agreements, and experience has
11 shown that not all CLECs are as careful about honoring the Commission's
12 restrictions.

13
14 The fact remains that Verizon VA has a statutory duty to protect the CPNI
15 entrusted to it by its customers. Verizon VA also has an obligation to, and an
16 interest in, protecting the system integrity of its OSS. Verizon VA has offered
17 language that allows it to satisfy these concerns without any undue intrusion on
18 the rights of the CLECs.

19
20 **Q. DOES VERIZON VA MONITOR THE CONTENT OF INDIVIDUAL OSS**
21 **SEARCHES?**

22 A. No. Verizon VA monitors volume of use, not the content of any particular search.
23 Verizon VA does so for two reasons. First, excessive volumes of use may

1 indicate, for example, the improper use of robots and/or the unauthorized
2 “trolling” for CPNI in the hopes of gaining an unfair competitive advantage.

3 Second, Verizon VA monitors the volume of OSS use to ensure that Verizon VA
4 maintains the necessary systems capacity to accommodate the legitimate use of all
5 CLECs.

6
7 **Q. COX SUGGESTS THAT VERIZON VA WILL INTRUDE INTO ITS**
8 **INTERNAL SYSTEMS WHEN IT MONITORS CPNI USE. IS THAT**
9 **CORRECT?**

10 A. No. Verizon VA monitors the CLECs’ use of the Verizon VA OSS. Verizon VA
11 does nothing to intrude into a CLEC’s internal systems.

12
13 **Q. WHAT WOULD PROMPT VERIZON VA TO INITIATE MONITORING**
14 **OF A CLEC’S USE OF VERIZON VA’S OSS?**

15 A. Verizon VA has no specific policy or trigger. Rather, if Verizon VA were to
16 become aware of what appeared to be abnormal use of its OSS by a particular
17 CLEC, Verizon VA might monitor that CLEC’s use to determine if responsive
18 action or an investigation of some sort were warranted.

19
20 **Q. CAN YOU GIVE US AN EXAMPLE OF WHAT TYPE OF ABNORMAL**
21 **USE OF OSS MIGHT TRIGGER SUCH CONCERNS?**

22 A. Yes. Each individual user of Verizon VA’s Web GUI, the OSS end user
23 interface, is assigned a user identification. Verizon VA knows approximately

1 how many transactions, or “hits,” per minute a human can initiate. Thus, if
2 Verizon VA sees a user ID making tens of thousands of transactions in an 8 hour
3 period, it knows that a “robot” is responsible for the hits, not an individual human.
4 Because the Web GUI is an end user interface, not an application to application
5 interface, this kind of activity can effectively shut down the Web GUI for all other
6 end users.

7
8 **Q. HAS VERIZON VA EXPERIENCED THIS TYPE OF PROBLEM IN THE**
9 **PAST AND, IF SO, HOW DID IT RESPOND?**

10 A. Yes, Verizon VA has experienced this type problem before. The type of
11 electronic monitoring described above, however, allowed Verizon VA to identify
12 and confront promptly the offending CLEC, thereby preserving the availability of
13 the WEB GUI for all other end users.

14
15 **Q. DOES VERIZON VA HAVE A POLICY REGARDING WEB GUI USE?**

16 A. Yes. That policy is attached as Exhibit BP-1. It explains clearly the limitations of
17 the WEB GUI as well as Verizon VA’s commitment to enforce reasonable rules
18 that inure to the benefit of all end users.

1 **Q. WORLDCom SUGGESTS THAT, SINCE IT OBTAINS CUSTOMER**
2 **AUTHORIZATION BEFORE ACCESSING CPNI, NO MONITORING IS**
3 **NECESSARY. DOES VERIZON VA AGREE?**

4 A. No. As explained above, Verizon VA appreciates, and accepts in good faith,
5 WorldCom's corporate assurance that it will secure customer approval before
6 accessing CPNI through Verizon VA's Customer Service Records. Nonetheless,
7 Verizon VA is faced with the very real possibility that not everyone who accesses
8 its OSS will be so honorable. As WorldCom points out, "Verizon and WorldCom
9 are fierce competitors." Thus, the incentive to access CPNI to gain a competitive
10 advantage is strong and Verizon VA must take appropriate steps to minimize that
11 risk. Moreover, as noted above, other CLECs may adopt the terms and conditions
12 of WorldCom's interconnection agreement, and Verizon VA must be prepared for
13 that possibility.

14
15 **Q. WORLDCom SUGGESTS THAT ALLOWING VERIZON VA TO**
16 **MONITOR ITS USE OF THE VERIZON VA OSS POSES "SERIOUS**
17 **RISKS" TO WORLDCom. CAN YOU ADDRESS THAT CONCERN?**

18 A. Yes. WorldCom's concerns are misplaced. As noted above, Verizon VA only
19 monitors the volume of use, not the content of searches. Verizon VA's
20 monitoring efforts are only triggered by abnormal volumes of use that might
21 suggest the improper accessing of CPNI. Verizon VA does not "troll" its OSS to
22 see which customers are being contacted by which CLECs, and does not seek the
23 right to do so.

1 **Q. WORLDCOM SUGGESTS THAT VERIZON VA CAN SATISFY ITS**
2 **OBLIGATIONS AND CONCERNS BY AUDITING THE CLECS' ACCESS**
3 **OF CUSTOMER RECORDS? DO YOU AGREE?**

4 **A.** No. According to the language agreed to by the Parties, the frequency and timing
5 of audits are restricted. Thus, audits do not begin to provide the same sort of real-
6 time protection against CPNI misuse that monitoring provides

7

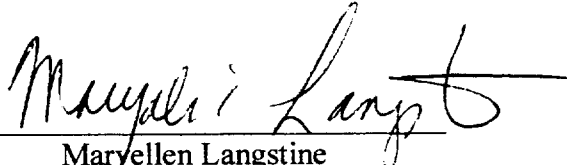
8 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

9 **A.** Yes.

Declaration of Maryellen Langstine

I declare under penalty of perjury that I have reviewed the foregoing testimony and confirmed that it is true and correct.

Executed this 17th day of August, 2001.



Maryellen Langstine

IMPROVEMENTS TO WEB GUI PERFORMANCE

BACKGROUND

Our Web GUI interface was developed and is offered to allow CLEC representatives an opportunity to electronically interact with Verizon without incurring the expenses associated with high throughput, fully automated, "app-to-app" systems. This interface was engineered for direct use by humans to conduct business with Verizon in an "on-line" fashion. However, some CLECs are using the Web GUI in a manner which is neither intended nor supported and the impact on other CLECs, and Verizon, has been significant, and occasionally severe. This notice describes the steps that Verizon is taking to remedy the situation.

Throughout the year 2000, we have discussed, at several Change Control meetings, the efforts Verizon has undertaken to continually improve Web GUI performance. When, in May 2000, our customers experienced problems in accessing the Web GUI via the Internet, Verizon identified and corrected problems in the Web GUI computer platforms and the supporting infrastructure. Verizon also added load balancers, to help distribute the Web GUI transactions across four servers, a change that resulted in enhanced performance and an overall improvement in systems availability. In June 2000, Verizon upgraded the GUI software and allocated yet additional resources to the Web GUI platforms and towards the end of June 2000, Verizon installed new high capacity routers. As a result of these enhancements and upgrades, the number of trouble tickets associated with GUI performance decreased significantly. However, while the hardware and software enhancements described above have contributed significantly to the improved Web GUI performance, Verizon, in working with industry, continues to research and identify opportunities to improve Web GUI performance.

The amount of transactions handled by the Web GUI grows on a daily basis. In August 2000, the Web GUI broke the 100,000-transactions/day record. In one day alone, over 22,000 new service orders were processed. Verizon intends to implement three process improvements to further improve Web GUI performance and availability:

- delete old data from the system,
- better manage search functions, and
- enforce the policy on user IDs and robot programs.

DELETION OF COMPLETED ORDERS

In an effort to further decrease Web GUI response times and to increase the systems integrity of the Web GUI interface, Verizon will implement a series of process improvements to "clean up" the Web GUI database. There are currently approximately 3 million requests in the GUI database, two million of these requests are related to orders. In 1999, when Verizon upgraded the Web GUI from Phase II to Phase III, Verizon converted all of the data used by the Phase II release of the Web GUI to a form usable with the Phase III Web GUI. Currently, there are more than 408,000 migrated Phase II Service Orders remaining in the Web GUI, from 116 companies. This historical data,

accounting for one out of every 6 orders in the Web GUI database today, does not represent current or even near term transactions.

Memory capacity and availability in any database or computer system can affect response time and in the case of the Web GUI, the old, outdated transactions described above are quite literally clogging the system. It is common practice in the IT industry to regularly purge data no longer in use so that the storage is available for current transactions.

As discussed at the Verizon Change Control meetings, and as further described below, Verizon will begin deleting old completed and inactive orders from the Web GUI. However, customers will be given the opportunity to archive this data on their own systems, using whatever archive method suits their own purposes

In particular, all data that meets the following criteria will be deleted:

- Service orders migrated from the Web GUI, Phase II;
- Service orders that are in "error" status (Standard Error Message, Error Message, or System Error) and have been in error status for the last 90 days;
- Service Orders that have received both a CMP or BCN and a PCN over 90 days;
- Service Orders with the last status of "Waiting for Acknowledgment" or Acknowledgement" with no other status changes for the last 90 days.

Customers will be provided, via Change Control notification, a spreadsheet listing the PON and negotiator information of the data to be deleted for their respective companies. The spreadsheets will be distributed the week of November 6, 2000. As previously stated, during the week of November 19, 2000, the data will be automatically deleted. Going forward, Verizon will regularly purge outdated orders meeting the criteria listed above and are over 90 days old from the Web GUI. This deletion will occur on a quarterly basis, and Verizon will provide customers with PON and negotiator information via Change Control notification.

SEARCH CRITERIA

Verizon also plans to revise the rules for using the search functions provided by the GUI in order to improve response time. We have discovered that certain customers are "searching" for information on the Web GUI with no search criteria and are adversely affecting the availability of the Web GUI for all users. While not a common practice for most of our customers, Verizon has documented instances where users submitting over 14,000 searches in one day, have seriously affected the response time and performance of the Web GUI. The Web GUI is a shared resource - - inappropriate use of the Web GUI by one user can affect the availability of the Web GUI for all users.

Most of our customers are entering at least one of the four basic criteria in their Web GUI searches. However, without even entering one basic search element, a user forces the systems to "search" for and produce every record associated with that company which could be more than 500,000 records. In effect, one inconsiderate user can tie up the Web GUI to the point where all other users have limited or no access to the system.

Beginning November 19, 2000, all users will be required to input at least one of the following four fields:

- Purchase Order Number
- Date Submitted
- Date Due
- Negotiator Name

The vast majority of Verizon customers will not be affected by this change, because they are currently entering search criteria. This change will enable the Web GUI to respond more quickly to search requests. If the user does not input at least one of these required fields, the following error message will be returned: "The following errors have been found with your request: [Purchase Order Number/Date Submitted/Date Due/Negotiator Name] is required to have data."

VERIZON POLICY ON USER IDS AND COMPUTER SIMULATED USERS

As discussed above, the Web GUI is designed to be a system in which a human service representative submits transactions, usually one at a time, to the Web GUI. The Web GUI is not designed to accept high volume batched transactions that have been accumulated in a computer or that are being automatically generated by a computer. Such high volumes of transactions can use up the capacity of the Web GUI system and result in its becoming unavailable for use by other customers. If a CLEC puts a computer-simulated user (otherwise known as a "robot") on the other side of this interface, continuously and automatically submitting thousands of transactions, the Web GUI system capacity will be adversely impacted and system performance will be degraded for all other customers. This practice is not unlike the automatic dialing machines that telemarketers use to reach out and touch huge numbers of individuals, sometimes blindly ringing every line in the house as they cycle through their programs. Verizon has documented instances where in a single 24-hour one-minute period, the Web GUI received over 19,000 transactions from one user ID. While Verizon has repeatedly informed the offenders that this abuse of the Web GUI will not be tolerated, some users continue to use the Web GUI in an inappropriate manner.

As is clearly stated in Verizon's Local Services Common Web GUI User Guide, v3.4, Section 1, Page 15:

"The Verizon Web GUI is intended as a user interface, and is not to be used as an application to application system. Verizon does not support the design of CLEC/Reseller application to application systems, which interact with Verizon provided End User Interfaces (i.e., the Web GUI). The limitations imposed by a system interface with Verizon's Web GUI conflict with the purpose of the Web GUI and consequently hinder the CLEC/Reseller."

Verizon's interconnection and resale contracts clearly state the obligations of its customers for access to and use of Verizon's OSS facilities, including but not limited to

Verizon's practices and procedures with regard to security and the use of access and user identification codes. Additionally, customers contractually obligate themselves to reasonably cooperate with Verizon in submitting orders for Verizon Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of Verizon OSS Services.

Effective **immediately**, Verizon will enforce its published practices and procedures and terms of its customer interconnection and resale agreements. If, at any time, a customer is suspected of using its User IDs or computer equipment in a manner that subjects the Web GUI to volumes of the types of transactions that exceed the capacity of the Web GUI or deprives other customers from accessing the Web GUI, Verizon will immediately disable the offending user IDs.

In addition to the efforts described above, Verizon will schedule a Web GUI Workshop. The Workshop will focus on an overview of how the Web GUI works and search techniques. Information on the specifics of the workshop will be distributed via Change Control notification in January 2001.

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**VERIZON VA'S REBUTTAL TESTIMONY ON NON-MEDIATION ISSUES
(CATEGORIES I AND III THROUGH VII)**

GENERAL TERMS AND CONDITIONS

- CHRISTOS T. ANTONIOU
- MICHAEL A. DALY
- STEVEN J. PITTERLE

AUGUST 17, 2001

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I. WITNESS BACKGROUND

2A. CHRISTOS T. ANTONIOU

Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

A. My name is Christos T. Antoniou and my business address is 1320 N. Court House Road, 8th Floor, Arlington, Virginia 22201.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed as an attorney by Verizon Services Corp. ("Verizon"). I assumed my current position in May 1998.

Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.

A. My educational background and experience in the telecommunications industry is described in detail at Rebuttal Exhibit GTC-1. As highlighted therein, prior to joining Verizon, I was a corporate attorney at Skadden, Arps, Slate, Meagher & Flom LLP, and at Milbank, Tweed, Hadley & McCloy, focusing on project finance and other corporate issues. I received a J.D. from Yale Law School in 1992 and a B.S. from the United States Military Academy at West Point in 1984. Prior to practicing law, I served as an officer in the United States Army.

Q. PLEASE STATE IN GENERAL TERMS YOUR RESPONSIBILITIES.

A. My principal areas of responsibility are negotiating, arbitrating and litigating contractual arrangements and disputes under the Telecommunications Act of

1 1996, and providing legal advice to Verizon's product managers for
2 interconnection and related matters.

3
4B. MICHAEL A. DALY

5 Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

6 A. My name is Michael A. Daly and my business address is 2107 Wilson Boulevard,
7 11th Floor, Arlington, Virginia.

8
9 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

10 A. I am employed by Verizon Services Group ("Verizon"), Wholesale Markets,
11 which is the Verizon business unit responsible for serving resellers and other
12 competitive local exchange carriers ("CLECs"). I am a director in the
13 Interconnection Services group responsible for contract negotiations. I assumed
14 my current position in February, 1997.

15
16 Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND
17 EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.

18 A. My educational background and experience in the telecommunications industry is
19 described in detail at Rebuttal Exhibit GTC-1. As highlighted therein, during my
20 twenty-two year career with Verizon and its predecessor companies, I have held a
21 variety of positions with increasing levels of responsibility in Sales, Marketing,
22 Product Management and Interconnection Services.

23 Q. PLEASE STATE IN GENERAL TERMS YOUR RESPONSIBILITIES.

1 A. My principal responsibility is to direct a team of negotiators representing Verizon
2 in the course of interconnection negotiations with CLECs pursuant to Sections
3 251 and 252 of the Telecommunications Act of 1996. I have specific
4 accountability for negotiations with AT&T. I also oversee the interconnection
5 negotiations with Commercial Mobile Radio Service ("CMRS") carriers as well
6 as manage a team of people responsible for the processing of requests for
7 negotiations.

8
9 **C. STEVEN J. PITTERLE**

10 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

11 A. My name is Steven J. Pitterle and my business address is 600 Hidden Ridge
12 Drive, Irving, Texas, 75038.

13
14 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

15 A. I am employed by Verizon Services Group ("Verizon") as Director --
16 Negotiations.

17
18 **Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**
19 **EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.**

20 A. My educational background and experience in the telecommunications industry is
21 described in detail at Rebuttal Exhibit GTC-1. As highlighted therein, during my
22 thirty-one year career with Verizon and its predecessor companies, I have held a
23 variety of position with increasing levels of responsibility in Engineering, Service,
24 Regulatory Affairs, intraLATA Compensation Administrator, Interexchange

1 Account Manager for the former GTE North, and Wisconsin Director-External
2 Affairs.

3
4 **Q. PLEASE STATE IN GENERAL TERMS YOUR RESPONSIBILITIES.**

5 A. My principal responsibility is to oversee Verizon's competitive local exchange
6 carrier ("CLEC") interconnection negotiation activities, as specified by Sections
7 251 and 252 of the Telecommunications Act of 1996, for defined areas within
8 Verizon. I am also involved in the development of policies pertaining to
9 interconnection matters.

10
11 **II. PURPOSE AND OVERVIEW OF TESTIMONY**

12 **Q. WHAT IS THE PURPOSE OF THE REBUTTAL TESTIMONY OF THE**
13 **GENERAL TERMS AND CONDITIONS PANEL ON THE NON-**
14 **MEDIATION ISSUES IN THIS PROCEEDING?**

15 A. The purpose of this testimony is to respond to the testimony of WorldCom
16 witnesses Trofimuk and Harthun, at 3, and Cox witness Collins, at 33, with
17 respect to the termination provision of the interconnection agreement (Issue I-10).
18 Moreover, although Issue I-11 was grouped in previous pleadings with the UNE
19 Issues, this Panel will respond to the testimony of AT&T witness Kirchberger, at
20 6-7, Cox witness Collins, at 35-37, and WorldCom witness Lichtenberg, at 7-12,
21 with respect to termination of Petitioners' access to Verizon VA's Operation
22 Support Systems (OSS).

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1 The language to which AT&T and Verizon have agreed satisfactorily addresses
2 Verizon's well-founded concern over the sort of "evergreen" provision that
3 WorldCom has suggested, whereby the contract would continue in effect at
4 WorldCom's whim, even if WorldCom has not formally requested negotiations.
5 Importantly, under WorldCom's proposed language, only WorldCom (and not
6 Verizon) may formally request negotiations.

7
8 WorldCom's proposed contract language in Section 3.2 provides that the
9 interconnection agreement:

10 . . . shall remain in full force and effect under the same terms and
11 conditions, subject to true-up of the rates, until the effective date of
12 a superceding interconnection agreement between Verizon and
13 MCIIm; provided the either (i) MCIIm has requested formal or
14 informal negotiations, or (ii) Verizon has requested informal
15 negotiations, of a superceding interconnection agreement. Neither
16 Party may request such negotiations earlier than 120 days prior to
17 the end of the Initial Term.

18 The key principle implicated by this issue is that each Party to a contract should
19 have the right to a date certain for termination of the contract. Such a right keeps
20 the contract from being "evergreen," thereby providing each Party the opportunity
21 to revise the contract in consideration of its legitimate business interests. Not
22 surprisingly, WorldCom wishes to have just such a right to negotiate new terms.
23 Again, not surprisingly, WorldCom wishes to deny Verizon such a right, although
24 it tries to paint its proposed contract language as providing otherwise. To wit,
25 WorldCom would have the contract provide that it will go on indefinitely (*i.e.*, it
26 would be evergreen) unless WorldCom formally or informally requests
27 negotiations, or unless Verizon informally requests negotiations.

1 A cursory reading of WorldCom's proposed language suggests that it may be a
2 fair resolution of the matter. But WorldCom's language is anything but fair – it is
3 entirely one-sided. Indeed, under WorldCom's proposed language, if WorldCom
4 does not wish to request negotiations (*i.e.*, it wishes to have the contract go on
5 indefinitely), it would have the right to do so. This is because, under WorldCom's
6 language, Verizon's would have only the limited right to request *informal*
7 negotiations, which cannot lead to arbitration of the agreement. Only a formal
8 request for negotiations under § 252 can result in arbitration. And, under
9 WorldCom's suggested approach, only WorldCom (and not Verizon) may make
10 such a formal request.

11
12 This transparent unfairness should be rejected.

13
14 The Commission should require WorldCom and Cox to use the same contract
15 language on this subject to which Verizon and AT&T have agreed in § 22 of the
16 Verizon/AT&T proposed interconnection agreement:

17 22.0 TERM AND TERMINATION; DEFAULT

18
19 **22.1** This Agreement shall be effective as of the date first above
20 written and, unless terminated earlier in accordance with the terms
21 hereof, shall continue in effect until MM/DD, 200X (the "Initial
22 Term"), and thereafter the Agreement shall continue in force and
23 effect on a month-to-month basis unless and until terminated as
24 provided herein. Following termination of this Agreement
25 pursuant to this Section 22.1, this Agreement shall remain in
26 effect as to any Termination Date Verizon Service for the
27 remainder of the Contract Period applicable to such Termination
28 Date Verizon Service at the time of the termination of this
29 Agreement. If a Termination Date Verizon Service is terminated
30 prior to the expiration of the Contract Period applicable to such

1 Termination Date Verizon Service, AT&T shall pay any
2 termination charge provided for in this Agreement.
3

4 22.2 [Intentionally deleted]

5 **22.3** Either AT&T or Verizon may terminate this Agreement,
6 effective upon the expiration of the Initial Term or effective upon
7 any date after expiration of the Initial Term, by providing written
8 notice of termination at least ninety (90) days in advance of the
9 date of termination.
10

11 **22.3.1** If either AT&T or Verizon provides notice of
12 termination pursuant to Section 22.3 above and on or before
13 the proposed date of termination either AT&T or Verizon
14 has requested negotiation of a new interconnection
15 agreement, unless this Agreement is cancelled or terminated
16 earlier in accordance with the terms hereof (including, but
17 not limited to, pursuant to Section 22.4), this Agreement
18 shall remain in effect until the earlier of: (a) the effective
19 date of a new interconnection agreement between AT&T
20 and Verizon; or, (b) the date one (1) year after the proposed
21 date of termination, unless otherwise agreed in writing by
22 the Parties.
23

24 **22.3.2** If either AT&T or Verizon provides notice of
25 termination pursuant to Section 22.3 above and by 11:59
26 PM Eastern Time on the proposed date of termination
27 neither AT&T nor Verizon has requested negotiation of a
28 new interconnection agreement, (a) this Agreement will
29 terminate at 11:59 PM Eastern Time on the proposed date
30 of termination, and (b) the service arrangements being
31 provided under this Agreement at the time of termination
32 will be terminated, except to the extent that the Purchasing
33 Party has requested that such service arrangements continue
34 to be provided pursuant to an applicable Tariff or SGAT.
35
36

37 **IV. TERMINATION OF ACCESS TO OSS (Issue I-11)**

38 **Q. WHAT ARE THE PARTIES SEEKING WITH REGARD TO OSS ACCESS**
39 **TERMINATION?**

1 A. AT&T Witness Kirchberger at 6-7, Cox Witness Collins at 35-37 and WorldCom
2 Witness Lichtenberg at 7-12 appear to be concerned with Verizon VA's inclusion
3 of a contractual provision by which a continuing breach for more than 10 days of
4 the CLECs' obligations as to the access and use of Verizon VA's OSS will result
5 in a suspension of that access and use (*see, e.g.*, Schedule 11, § 5 Liabilities and
6 Remedies in Verizon VA's proposed interconnection agreement to AT&T).

7
8 **Q. WHY DOES VERIZON VA REQUIRE SUCH A REMEDY?**

9 A. As stated succinctly by WorldCom Witness Lichtenberg, the OSS is "all the
10 systems, databases, business processes and personnel needed to ensure that a local
11 exchange carrier can satisfy the needs and expectations of its customers."
12 WorldCom Witness Lichtenberg at 7. These systems are critical to the operation
13 of Verizon VA's network, as well as the networks of all CLECs. Because of the
14 importance of the systems and the need to assure prompt remediation of any
15 breach in the CLEC's contractual obligations on the access and use of the OSS,
16 Verizon VA believes it is absolutely appropriate to provide a remedy that is
17 concomitant with the seriousness of the breach. Cox Witness Collins at 36 states
18 that "Verizon has provided no indication that Cox has ever used that OSS in any
19 way that could be harmful to Verizon or other OSS users" and suggests this
20 assertion "demonstrates that onerous remedies are unnecessary." Verizon VA,
21 however, concludes the opposite, that is, because the remedy is significant,
22 CLECs will use the OSS properly and, accordingly, it should be included in the
23 interconnection agreement. Even if Cox has not used the OSS system in a manner

1 that would be harmful to the network and other carriers, any carrier opting into
2 Cox's contract that did not similarly respect the integrity of the OSS system
3 would not be contractually deterred from such inappropriate activity if Cox's
4 contract did not include the subject remedy provision for misuse.

5

6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

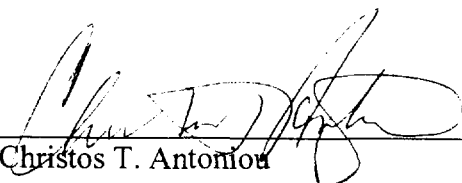
7 A. Yes.

8

Declaration of Christos T. Antoniou

I declare under penalty of perjury that I have reviewed the foregoing testimony and confirmed that it is true and correct.

Executed this 17th day of August, 2001.

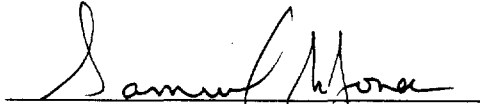


Christos T. Antoniou

Declaration of Steven J. Pitterle

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 17th day of August, 2001.

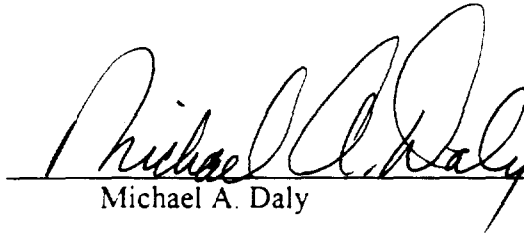


Samuel M. Jones
On behalf of
Steven J. Pitterle

Declaration of Michael A. Daly

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 17th day of August, 2001.


Michael A. Daly

CURRICULUM VITAE FOR GENERAL TERMS AND CONDITIONS PANELIST

I. CHRISTOS T. ANTONIOU

Mr. Antoniou earned his Bachelor of Science degree from the United State Military Academy at West Point in 1984. In 1992, he received his Juris Doctorate from Yale Law School. Mr. Antoniou has served as an attorney at Verizon for the past three years. His primary areas of responsibility are negotiating, arbitrating and litigating contractual arrangements and disputes under the Telecommunications Act of 1996, and providing legal advice to Verizon's product managers for interconnection and related matters. Prior to joining Verizon, Mr. Antoniou was a corporate attorney at Skadden, Arps, Slate, Meagher & Flom LLP, and at Milbank, Tweed, Hadley & McCloy, in each case at their Washington, D.C. offices, focusing on project finance and other corporate issues. In addition to practicing law, Mr. Antoniou was an officer in the United States Army.